

Products and Services Agreement

This Products and Services Agreement ("Agreement") between **CENTURYLINK SALES SOLUTIONS, INC.**, as contracting agent on behalf of the applicable affiliated entities providing the Products and Services ("CenturyLink") and Sumter County Board of Commissioners ("Customer") sets forth the terms and conditions for CenturyLink's provision of those Products and Services to Customer.

1. **SERVICES.** CenturyLink will sell to Customer the Services listed on the Services List, attached and incorporated by this reference. This Agreement is effective on the date all parties have signed below ("Effective Date") and continues for the longest Order Term listed on the Services List.
2. **PURCHASE ORDERS.** This Agreement controls over any Customer-issued purchase order, and any terms or conditions contained in a Customer-issued purchase order or other Customer ordering document will have no force or effect.
3. **UNIFORM RESOURCE LOCATORS (URLS).** References to URLs in this Agreement include any successor URLs designated by CenturyLink.
4. **ENTITY.** EMBARQ and CenturyTel have joined to create a new communications company – CenturyLink. For an interim period until all work is completed to update systems and platforms related to the companies' combination, the names EMBARQ and CenturyTel may be used in association with the products and services provided by CenturyLink. As a result, Customer may see references in this Agreement to EMBARQ or CenturyTel products and services and terms and conditions that continue to use the EMBARQ and CenturyTel names.

AGREED:**CENTURYLINK SALES SOLUTIONS, INC.****By:****Printed:****Title:****Date:**

Sharon B. Brown
Sharon B. Brown
General Sales Manager
11-4-10

**Address for
Notices:**

Sales Administration
665 Lexington Avenue
Mailstop: OHMANB0107
Mansfield, OH 44907

And if related to a dispute to:
CenturyLink – Attn: Sr. Assistant
General Counsel, Commercial Law
5454 W. 110th Street
Overland Park, KS 66211

Sumter County Board of Commissioners**By:****Printed:****Title:****Date:****Customer****Address:**

910 N MAIN ST STE 210
BUSHNELL, FL 33513-5006

**Address
for Notices
(if different
from
above):**

Sales Rep: Paul Boynton
Sales Rep Phone: (352) 368-8805

SERVICES LIST

1. **SERVICES.** CenturyLink will provide to Customer those Services identified in the CenturyLink Price Quotes, attached and incorporated by this reference (each, a "Price Quote"). The name of the local operating company providing Services to Customer is listed on each Price Quote. Services are purchased on either a month-to-month basis or for a specific term for the particular Service ordered (each, an "Order Term"), as listed in each Price Quote. Each Order Term begins on the first day of the first billing month after CenturyLink installs and makes that Service available to Customer. If Customer continues to receive a Service after expiration of the Service's applicable Order Term, CenturyLink will provide that Service on a month-to-month basis at its then-current list pricing and then-current terms and conditions, unless the parties otherwise agree in writing.

CenturyLink Price Quote Number(s): 10-053987, 10-053989
2. **PRICING.**
 - 2.1 **Monthly Recurring Charges ("MRC") or Monthly Recurring Rates ("MRRs").** CenturyLink will charge Customer the MRCs or MRRs for the Services described in each Price Quote. For purposes of this Agreement, MRCs and MRRs have the same meaning and may be used interchangeably.
 - 2.2 **Non-recurring Charges ("NRC") or Non-recurring Rates ("NRRs").** CenturyLink will charge Customer NRCs or NRRs related to the Services described in each Price Quote. For purposes of this Agreement, NRCs and NRRs have the same meaning and may be used interchangeably
 - 2.3 **Additional Charges.** Rates do not include applicable local, state, or federal taxes, fees, or surcharges that CenturyLink may bill Customer.
 - 2.4 **Additional Payment Requirements.** If Customer is not able to establish a satisfactory credit rating with CenturyLink, CenturyLink, in its sole discretion, may require Customer to submit a deposit or make an advance payment in connection with obtaining or maintaining the Services.
3. **TERMS AND CONDITIONS.** CenturyLink provides Services under the applicable terms and conditions listed and incorporated by reference on each Price Quote. Except for Services provided under Tariffs, in the event of any inconsistencies or conflicts between this Agreement and the applicable terms and conditions, this Agreement will take precedence.
4. **TERMINATION.** If Customer gives notice of cancellation or termination, disconnects any portion of a Service or otherwise breaches this Agreement resulting in the termination of a Service prior to the end of the applicable Order Term, termination liability will apply as calculated and set forth in the applicable terms and conditions listed and incorporated by reference on each Price Quote. If no termination liability is specified for Services in these terms and conditions, Customer will be liable for 50% of the monthly payments that would otherwise remain in the applicable Order Term.
5. **RELATED PRODUCT PURCHASES.** Customer may purchase Products related to the Services at the CenturyLink then-current list pricing and subject to the then-current Standard Terms and Conditions for Communications Services, the Equipment Sales Product Annex, and other applicable annexes based on Customer's selection of Products, all as posted to http://about.centurylink.com/legal/rates_conditions.html.

EMBARQ STATE AND LOCAL GOVERNMENT CUSTOMER ANNEX

This Embarq State and Local Government Customer Annex ("Annex"), together with the applicable cover agreement, modifies other terms and conditions of the Agreement. This Annex takes precedence over all other conflicting terms and conditions of the Agreement, and is not applicable to Embarq Services governed by Tariffs on file with the FCC or state regulatory authorities. When attached to the applicable cover agreement, this Annex supersedes the version posted at www.embarq.com/ratesandconditions.

1. **Eligibility and Applicability.** This Annex is available to all state and local governmental entities and agencies in connection with the purchase of Embarq Products and Services. Embarq defines "state and local governmental entities and agencies" as state and local entities that receive their primary funding support through the allocation of appropriated public funds and are entitled to exercise sovereign rights and privileges.
2. **Indemnity.** Customer will honor all indemnity provisions under the Agreement only to the maximum extent permitted by applicable law. No section of the Agreement is intended to create a waiver of Customer's rights or privileges as a sovereign entity.
3. **Nonappropriation.**
 - 3.1. **Definition.** A "nonappropriation" occurs when Customer is unable to secure or allocate sufficient funds in its operating budget to fulfill its financial obligations under the Agreement.
 - 3.2. **Effect.** If a nonappropriation occurs during the Term, Customer may terminate the Agreement at the end of the then-current fiscal period ("Termination Date") without incurring any termination liability. Customer will not be obligated for payments for any fiscal period after the Termination Date.
 - 3.3. **Notice.** Customer will give Embarq written notice of any termination under this section at least 30 days before the Termination Date. At Embarq's request, Customer will promptly provide supplemental documentation about the nonappropriation.
 - 3.4. **Limitations.**
 - A. Customer must take all necessary action to budget and secure any funds required to fulfill its contractual obligations for each fiscal year during the Term, including the exhaustion of all available administrative appeals if funding is initially denied.
 - B. If Customer terminates the Agreement under this provision, Customer will not obtain the Services described in the Agreement from Embarq or from any other provider for a period of 180 days after the Termination Date. This obligation will survive termination of the Agreement for nonappropriation.
4. **Damages.** The Agreement does not create an obligation by Customer to pay any damages in excess of those amounts legally available to satisfy Customer's obligations under the Agreement.
5. **Ownership and Confidentiality.** The Agreement is a copyrighted work authored by Embarq and may contain Embarq trademarks, trade secrets, and other proprietary information. Embarq acknowledges that the Agreement may be subject to disclosure in whole or in part under applicable Freedom of Information, Open Records, or Sunshine laws and regulations (collectively, "FOI"). Customer will provide Embarq with prompt notice of any intended FOI disclosures or post-execution FOI requests, citations to or copies of applicable FOI for review, and an appropriate opportunity to seek protection of Embarq confidential and proprietary information consistent with all applicable laws and regulations.
6. **Governing Law.** The Agreement and the rights and obligations of the parties are governed by the laws of the U.S. State where Embarq provides the Products and Services, without regard to that State's conflict of laws principles.

Board of Sumter County Commissioners
Proposal For Embarq Ethernet
Proposal Date: 10/18/2010
Expire Quote Date: 12/21/2010
Customer Copy - Quote #: 10-053987



Customer Contact Information:

Company Name: Board of Sumter County Commissioners
Billing Address: 910 North Main St.
Billing City, State, Zip: Bushnell FL 33513
CRB Account Number: 3527930200200
BAN ID: New BAN ID
Customer Contact Name: Sandra Howell
Customer Contact Phone: 352-793-0200
Customer Contact E-mail: sandra.howell@sumtercountyfl.gov

CenturyLink Contact Information:

Sales Person: Paul Boynton [2SR]
Email: paul.boynton@centurylink.com
Sales Contact Number: 352-368-8805
Dealer Code:

Engineer: Cole Mangin
Email: cole.mangin@centurylink.com
Engineer Contact Number: 407-661-5021

Service Description: The following Term options reflect the total budgetary Monthly Recurring Revenue (MRR) and Non-Recurring Revenue (NRR) for all sites included in the quote. See subsequent pages for individual budgetary charges per site.

Type of Service: Embarq Ethernet
Term Agreement: 60 month
Total # of Sites included in this quote: 1

Site	Listing Name	MRR	NRR
A	Board of Sumter County Commissioners	\$-220.00	\$0.00
	TOTAL	\$-220.00	\$0.00

Board of Sumter County Commissioners
Proposal For Embarq Ethernet
Proposal Date: 10/18/2010
Expire Quote Date: 12/21/2010
Customer Copy - Quote #: 10-053987



Customer Service Location:

PON #: 10053987A
Listing Name A: Board of Sumter County Commissioners
Site Address A: 910 North Main St. , Bushnell, FL, 33513
Site A Contact: George Robinson Contact Phone Number: 352-568-6699
On-Site Number: 352-793-0200
Circuit ID: 60.LOXX.737047

Telco Central Office Information:

Telco: Embarq Florida, Inc.
Serving Central Office Address: BSHNFLXA (123 E VIRGINIA AVE BUSHNELL, FL 33513)

Service Description:

Type of Service: Embarq Ethernet, 60 month term

Remove:

Site	Qty	Item	S&E Code	MRR	NRR
A	1	10M Enhanced Ethernet	P10MMAN.SCG	\$1,165.00	
			TOTAL	\$1,165.00	\$0.00

Add:

Site	Qty	Item	S&E Code	MRR	NRR
A	1	20M Enhanced Ethernet - 20M	P20MAN.Z3R	\$945.00	
			TOTAL	\$945.00	\$0.00

Additional Terms and Conditions:

- At www.embarq.com/ratesandconditions, the following information will direct you to the applicable terms and conditions for the Services:
Entity: Embarq Florida, Inc.
Service: Embarq Ethernet
- The prices quoted apply only to the sites included in the Quote and will not apply if Customer adds, changes or moves site locations. Rates, charges and discounts for Service elements not identified appear in the applicable terms and conditions identified above. Prices do not include taxes or applicable surcharges that Embarq may bill Customer. Unless this Quote is incorporated into a signed agreement, it is non-binding. Except for charges described in this Quote, the applicable Embarq terms and conditions identified above will control over any inconsistencies or conflicts between the Quote and the terms and conditions.

Board of Sumter County Commissioners
Proposal For Embarq Ethernet
Proposal Date: 10/18/2010
Expire Quote Date: 1/3/2011
Customer Copy - Quote #: 10-053989



Customer Contact Information:

Company Name: Board of Sumter County Commissioners
Billing Address: 910 North Main St.
Billing City, State, Zip: Bushnell FL 33513
CRB Account Number: 3527930200200
BAN ID: New BAN ID
Customer Contact Name: Sandra Howell
Customer Contact Phone: 352-793-0200
Customer Contact E-mail: sandra.howell@sumtercountyfl.gov

CenturyLink Contact Information:

Sales Person: Paul Boynton [2SR]
Email: paul.boynton@centurylink.com
Sales Contact Number: 352-368-8805
Dealer Code:

Engineer: Cole Mangin
Email: cole.mangin@centurylink.com
Engineer Contact Number: 407-661-5021

Service Description: The following Term options reflect the total budgetary Monthly Recurring Revenue (MRR) and Non-Recurring Revenue (NRR) for all sites included in the quote. See subsequent pages for individual budgetary charges per site.

Type of Service: Embarq Ethernet
Term Agreement: 60 month
Total # of Sites included in this quote: 1

Site	Listing Name	MRR	NRR
A	Sumter County	\$-220.00	\$0.00
	TOTAL	\$-220.00	\$0.00

Board of Sumter County Commissioners
Proposal For Embarq Ethernet
Proposal Date: 10/18/2010
Expire Quote Date: 1/3/2011
Customer Copy - Quote #: 10-053989



Customer Contact Information:

Company Name: Board of Sumter County Commissioners
Billing Address: 910 North Main St.
Billing City, State, Zip: Bushnell FL 33513
CRB Account Number: 3527930200200
BAN ID: New BAN ID
Customer Contact Name: Sandra Howell
Customer Contact Phone: 352-793-0200
Customer Contact E-mail: sandra.howell@sumtercountyfl.gov

CenturyLink Contact Information:

Sales Person: Paul Boynton [2SR]
Email: paul.boynton@centurylink.com
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Engineer: Cole Mangin
Email: cole.mangin@centurylink.com
Engineer Contact Number: 407-661-5021

Service Description: The following Term options reflect the total budgetary Monthly Recurring Revenue (MRR) and Non-Recurring Revenue (NRR) for all sites included in the quote. See subsequent pages for individual budgetary charges per site.

Type of Service: Embarq Ethernet
Term Agreement: 60 month
Total # of Sites included in this quote: 1

Site	Listing Name	MRR	NRR
A	Sumter County	\$-220.00	\$0.00
	TOTAL	\$-220.00	\$0.00

Customer Responsibilities – Ethernet Services described in this Price Quote

If the following responsibilities are not completed before installation of the Ethernet services described in this Price Quote ("Ethernet Services"), CenturyLink reserves the right, at its sole discretion, to reschedule installation, charge Customer for additional work and any necessary materials or Products on a Time and Material basis, or terminate the Agreement (to which this Price Quote is incorporated) with respect to Ethernet Services and any associated services utilizing Ethernet Services.

1. Customer must provide adequate conduit from the right-of-way into the building and confirm access facilities to the building are available for fiber provisioning. It is also Customer's responsibility to locate private utilities on the premises if construction is required. Conduit specifications are as follows: One 2-inch Schedule 40 PVC conduit from 2 feet below grade at the building exterior to a pull box on the building exterior. Pull box must have a minimum dimension of 12-inch x 12-inch x 6-inch deep. Place one 2-inch conduit sleeve through wall from pull box to inside of the equipment room. Conduit must be equipped with 200 lb rated pull tension or greater. Equip conduit with no more than 2 quarter bends (a total of 180 degrees) between cable pulling points. Seal the conduit after installation to protect from damage such as water.

Conduit is not required when Ethernet Service is provisioned over copper or circuit bonding technology, 50 Mbps or less. Ethernet Services delivered via copper/circuit bonding technology will terminate at the CenturyLink demarcation point on a Customer-provided wall-mounted 66 block and cross-connected to a copper loop bonding unit.

2. Customer must provide one 20 x 44 x ¾ inch plywood backboard in an equipment demarcation room with clearance of 36 inches in front of backboard. If the fiber demarcation point is within 25 feet of the equipment rack, a wall board will not be required. All hardware and terminations will be installed in the Customer-provided rack.

If Customer is in a multi-tenant building and the shared building terminal at Customer's location does not have adequate space for CenturyLink fiber termination, Customer or building owner must provide a 24" x 24" x 9" cabinet with ¾" plywood. This cabinet must be associated next to the original building terminal to support association of shared demarcation facilities.

3. Customer must ensure the demarcation point is in an accessible and environmentally controlled location. All CenturyLink Ethernet Services-enabling Equipment requires a clean, dust-free environment that is environmentally controlled to temperatures of 55-80 degrees Fahrenheit and humidity of 70% or less. If Customer is in a multi-tenant building, Customer must ensure that the CenturyLink demarcation point, is accessible to CenturyLink technicians. Customer may need to coordinate access with the building manager to ensure that access is available on the day of installation. Customer must ensure that this location remains dry and free of dampness, and the room temperature remains within the tolerance of sensitive electronic hardware.
4. Customer must ensure 4 consecutive rack units of space in a 19" data rack are available for Ethernet Services. Customer must provide space in a 19" wide data rack for the required hardware. The rack must be either wall or floor mounted. CenturyLink will not install the hardware on a shelf or the floor.
5. Customer must provide a dedicated power outlet and common ground. CenturyLink termination electronics are powered by Customer-provided 120 VAC (20 Amp) circuit. CenturyLink requires the outlet to be a duplex, dedicated and grounded electrical outlet within 6 feet of the equipment location. Common ground must be 25 ohm or less. If Customer does not have an uninterrupted power supply (UPS) on the AC, Ethernet Services will be lost in the event of an AC power failure. If UPS is required, Customer will provide. CenturyLink will provide for an additional charge upon request.
6. Customer must complete inside wiring before the arrival of the CenturyLink installation technicians. Customer must extend the wiring from the demarcation point to the location where the Ethernet Services will be used.

CenturyLink only will extend the demarcation point on a Time and Material basis for an additional charge. Customer must contact its CenturyLink Account Executive to schedule the work. CenturyLink uses the following guidelines when extending the demarcation point: (1) If services are delivered via copper (50 Mbps or less), the demarcation may be extended a maximum of 300 feet 24 gauge copper, or (2) If services are delivered via fiber, CenturyLink technicians will terminate fiber into a Customer-provided rack a maximum of 25 feet from demarcation.

7. Customer must confirm Ethernet Service hand-off requirements. CenturyLink will provide a standard RJ-45 copper Ethernet connection for 10/100 service and a single mode fiber connection on a 1 Gigabit circuit as the demarcation point for the Ethernet Services. If a different customer hand-off is required, such as a multimode fiber connection, Customer must state the requirement on the site survey per site network page.
8. Customer must confirm that its Local Area Network ("LAN") has an appropriate Ethernet Service port available to provide the desired network functionality and is within the distance required by Ethernet Service specifications. Customer will program the Ethernet Service port for appropriate speed and full duplex setting. (auto-negotiate is not available). Customer will provide CAT5 cable(s) to connect its LAN to the CenturyLink Ethernet Service-enabling equipment. Customer will provide an appropriate Ethernet Service-enabling patch cable for connecting CenturyLink demarcation and Customer-provided Equipment.
9. Ethernet Services are a Layer 2 network service only. All customer premises LAN Layer 3 (e.g. IP) addressing is Customer's responsibility. CenturyLink will provide pricing for additional equipment and labor to enable Layer 3 functionality, if required. In most cases this will be a router which will provide the Layer 3 routing of subnets and VLAN on Customer's network. If Customer only requires Layer 2 bridging (a flat network) across the Ethernet Services, then a standard Ethernet Service switch port is all that is required.
10. The CenturyLink installer will not connect Ethernet Services to Customer's LAN. CenturyLink installers will install the hardware and identify a port for connection. CenturyLink highly recommends the use of a qualified networking vendor to assist with LAN configuration. A CenturyLink Account Executive can provide pricing for CenturyLink network configuration for Ethernet Services.

Ethernet Services will be installed at your site only upon completion of all of these steps. If Customer is unable to complete all of these requirements before the installation date, Customer will notify CenturyLink as soon as it becomes aware of its inability.